

**INVITATION FOR BIDS
SPECIAL TERMS OF THE SALE**

AGREEMENT OF SALE The Invitation for Bids, and the Accepted Bid, shall constitute an Agreement of Sale (hereinafter referred to as the “Agreement”) between the successful bidder (hereinafter sometimes referred to as the “Purchaser”) and the State, to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party will be a part of such agreement.

THE STATE AND PURCHASER ACKNOWLEDGE THAT, TO BE EFFECTIVE, THIS AGREEMENT MUST BE PRESENTED TO THE BOARD OF PUBLIC WORKS FOR APPROVAL AND WILL BE BINDING UPON THE STATE ONLY IF APPROVED AND EXECUTED BY THE BOARD OF PUBLIC WORKS.

PROPERTY DESCRIPTION The site contains 1.817 of unimproved land, more or less (hereinafter referred to as the “Land”). The Land is hereinafter collectively referred to as the “Property”.

The following is the legal description of the Property which appears in the title deed to the State, but which must be confirmed by the Purchaser’s survey, and is subject to review by the Office of the Attorney General.

Part of a larger tract

Deed 178/119 & 178/116 (subject to survey)

**East side of Old Dorsey Run Road & West side of Dorsey Run Road north of Giant Drive
Jessup, Maryland 20794**

Tax Map: 48 Parcel: 128

County: Howard

Reserving to the State the easement and rights described in the Section entitled Easements to be Reserved by the State.

SURVEY

A survey plat and metes and bounds description of the Property to be conveyed and any easement areas to be retained by the State shall be provided by the Purchaser, at Purchaser's sole expense, not less than twenty (20) days prior to settlement. Such survey and description must be reviewed and approved by the Office of the Attorney General. Any property plats attached to this Invitation are for informational purposes only and not to be used with legal conveyance documents for recording.

EASEMENTS TO BE RESERVED TO THE STATE

None

TITLE AND DOCUMENTATION AT CLOSING The State of Maryland, to the use of the Department of Public Safety and Correctional Services acquired this property by deed dated 30 April 1943 from William G. Walsh recorded in the Howard County land records in Liber 178, Folio 119. The State of Maryland, to the use of the Department of Public Safety and Correctional Services acquired this property by deed dated 30 April 1943 from Ella Walsh recorded in the Howard County land records in Liber 178, Folio 116. The above information is believed to be correct but must be confirmed in the Purchaser's survey.

At Closing, as defined in the General Conditions, the State, shall execute a Special Warranty Deed for the Property, which shall convey fee simple title to the Property to the Purchaser subject to any and all existing easements, rights of way, reservations and servitudes, whether of record or not as of the date of this Invitation. In the event that the State is unable to provide good and merchantable title or such as can be insured by a Maryland licensed title company, the State, at it's own expense and within thirty (30) days after the Closing date, shall have the option of curing any defect so as to enable the State to give good and merchantable title as described above. In the event the State cannot cure any and all title defects within the stipulated time the State shall have the option to terminate this Agreement, in which event the State shall return to the Purchaser the Purchaser's Bid Deposit. In the event that this Agreement is terminated for failure of the State to be able to provide good and merchantable title, free of liens and encumbrances, this Agreement shall be null, void and of no further effect, and there shall be no further liability or obligation on either of the parties hereto, except as otherwise provided herein.